

Town of



AMHERST

Massachusetts

TOWN HALL  
4 Boltwood Avenue  
Amherst, MA 01002-2351

ZONING BOARD OF APPEALS  
(413) 259-3040  
(413) 259-2410 fax  
[Planning@amherstma.gov](mailto:Planning@amherstma.gov)

June 10, 2014

Peter Jacoby  
23 Oakland Avenue  
Arlington, MA 01002

Dear Mr. Jacoby,

Enclosed please find the following documents in regard to Special Permit ZBA FY 2014-00032:

1. Zoning Permit with Conditions;
2. Copy of Decision & Approved Plans;
3. Copy of Notice of Special Permit;
4. Copy of Record of Appeal and Decision Rendered;
5. Copy of certified list of abutters;
6. Proof of Filing, for Hampshire County Registry of Deeds.

The above-listed documents were filed with the Amherst Town Clerk on June 5, 2014. Pursuant to Massachusetts General Laws, Chapter 40A, Section II, a 20-day appeal period begins the day after the Decision has been filed.

After this appeal period expires, you, the applicant or owner, must complete the application process before the Permit will take effect, as follows:

1. After the 20-day appeal period, which expires at the end of the day on June 25, 2014, you must acquire a "Certificate of No Appeal" from the Amherst Town Clerk certifying that no appeal of this Decision has been filed. A \$10.00 fee is charged for this service. If an appeal has been filed, you must wait until after it has been denied or dismissed before receiving appropriate certification.
2. After you obtain the "Certificate of No Appeal", you must record it and the enclosed documents at the Hampshire County Registry of Deeds in Northampton.

There will be a recording fee and you must return the Proof of Filing to the Planning Department.

If you have any questions, please do not hesitate to contact this office at 259-3040.

Sincerely,  
Jeffrey R. Bagg  
Senior Planner

**Town of Amherst**  
**Zoning Board of Appeals**  
*SPECIAL PERMIT*

The Amherst Zoning Board of Appeals hereby grants a Special Permit, ZBA FY2014-00032, for a Converted Dwelling, under Section 3.3241 of the Zoning Bylaw, at 98 Spring Street (Map 14B, Parcel 36, R-G Zoning District), with the following conditions:

**Use of the Converted Dwelling**

1. The converted dwelling unit and exterior staircase shall be constructed and used in accordance with the plans, prepared by Ross Hartman, dated November 2, 2009 and stamped approved on December 17, 2009.
  - a. The ground floor landing of the exterior spiral staircase shall exit to the east and a sidewalk, consisting of a minimum of compacted gravel, shall be installed from the staircase to the driveway.
  - b. The walkway shall be lit by at least three (3) lights positioned on the building and in a manner to adequately light the walkway.
  - c. All exterior lighting fixtures, including those fixtures intended to light the walkway, shall be downcast to prevent light spillage onto adjacent properties.
  - d. Any propane, oil or other above-ground fuel tanks shall be located on the east side of the garage and shall be shielded from the road with materials matching, or compatible with, the exterior of the garage.
  - e. There shall be weatherproof trash receptacles provided at the exterior ground level entrance of the unit. Recyclable containers and a lockable storage area shall be provided in the garage for use by the tenant (s).

**General**

2. There shall be no more than four vehicles parked in the driveway on a regular basis, as shown on the approved parking plan. If additional parking is needed, the two spaces in the garage shall be made available for parking.
3. No more than four unrelated individuals shall reside in the main house and two in the carriage house, pursuant to the definitions under Section 12.16 of the Zoning Bylaw.
4. Reflective numbers indicating the street and unit numbers shall be installed adjacent to Spring Street and shall be visible in both directions.

**Ownership/owner-occupancy**

5. An approved Management Plan shall be in place at all times for this property. For the current owner, the Management Plan shall be as approved by the Board on April 30, 2014.
6. In the event that the property changes ownership, but remains owner occupied, a revised Management Plan shall be submitted to the Zoning Board of Appeals for review and approval at a public meeting.

7. In the event that the property becomes non-owner occupied:
- a. A revised Management Plan shall be submitted to the Board for review and approval at a public meeting. Said Management Plan shall contain specific information pertaining to the management of noise, upkeep, and general maintenance of the property.
  - b. A Resident Manager is required to reside on the premises at all times. The current Resident Manager shall be as identified within the approved Management Plan. Upon a change in the Resident Manager, the owners shall present information regarding the new Resident Manager to the Board for review and approval at a public meeting. The purpose of the meeting shall be for the Board to determine that the responsibilities of the manager, as defined in the Zoning Bylaw, are being met.

Tom Ehrgood   
Tom Ehrgood, Acting Chair  
Amherst Zoning Board of Appeals

6/5/14  
DATE



**Town of Amherst**  
**Zoning Board of Appeals - Special Permit**

*DECISION*

**Applicant:** Peter Jacoby, 23 Oakland Ave, Arlington, MA 02476  
**Owner:** 98 Spring Street, LLC, 24 Chestnut St, Amherst, MA 01002

**Date application filed with the Town Clerk:** March 27, 2014

**Nature of request:** For a Special Permit to renew and/or reissue ZBA FY2014-00005 and ZBA FY2010-00008, or obtain a new Special Permit, to utilize the property as an owner-occupied Converted Dwelling, under Section 10.33 and 3.3241 of the Zoning Bylaw

**Address:** 98 Spring Street (Map 14B, Parcel 36, R-G Zoning District)

**Legal notice:** Published on April 15, 2014 and April 22, 2014 in the Daily Hampshire Gazette and sent to abutters on April 14, 2014

**Board members:** Tom Ehrgood, Eric Beal, Mark Parent

**Staff members:** Jeff Bagg, Senior Planner

**Submissions:**

- Application form filed with the Town Clerk on March 27, 2014
- Project Summary, dated March 10, 2014
- Management Plan
- Parking Plan, pursuant 2014 SP
- Lease agreement
- ZBA FY2014-00005 and ZBA FY2010-00008

**Site Visit:** April 29, 2014

Tom Ehrgood, Eric Beal and Mark Parent visited the property. The following was observed:

- The location of the property along the north side of the Spring Street.
- A large, well maintained single family dwelling with the detached carriage house at the rear of the property being used as a dwelling unit.

**Public Hearing:** April 30, 2014

The applicant, Peter Jacoby was present. He explained that he has an accepted offer to purchase the property. He and his family intend to reside in the main house and rent the carriage house to the existing tenant. However, the Special Permit granted to the current owner expires upon change of ownership. He noted that the purchase is not scheduled to be completed until the end of the existing lease for the main house which concludes at the end of June.

The Board discussed the nature of the request and the history of the property:

- In 2010, a Special Permit (ZBA FY2010-00008) was granted to convert the carriage house to a dwelling unit. Under that Special Permit, the owner was to reside in the main house, so the permit was issued with a condition that the property be owner occupied.
- In 2012, the owner stopped residing on the property out of compliance with the conditions of the 2010 Special Permit.
- In 2014, the owner of the property was granted a Special Permit (ZBA FY2014-00005) to remove the condition requiring owner occupancy, which was granted with conditions.

Under this proposal, the property would again be owner occupied. After discussion, the Board determined that with appropriate conditions, the property could be operated with or without an owner on-site. The Board determined that if no owner resided on the property, that a new Management Plan containing information as to how the property will be managed, monitored for noise, parking, and maintenance would be required. Additionally, should the property not be occupied by an owner in the future, a Resident Manager would be required. The Board noted the current definition of a Resident Manager in the Zoning Bylaw:

*A live-in resident of a rental residential use qualified and responsible for implementation of the property management plan and for managing and coordinating the maintenance, housekeeping, and administrative duties for the rental units under their charge.*

#### **Findings:**

The Board found under Section 3.3241 (6) and (10), the following:

3.3241 (6) - *The proposed conversion shall be suitably located in the neighborhood in which it is proposed, as deemed appropriate by the Special Permit Granting Authority. The conversion, if in a residential district, shall either: a) be located in an area that is close to heavily traveled streets, close to business, commercial and educational districts, or already developed for multi-family use and shall require owner-occupancy or a Resident Manager (see definition) in one of the units; or b) be from one to two units, one unit of which shall be and shall remain owner-occupied, a requirement which shall be made a condition of any Special Permit issued in such an instance.* The Board found that because the property had been permitted and used in the past as both an owner occupied and a non-owner occupied property, the request was to be considered as a new Converted Dwelling under the current standards of the Zoning Bylaw. The Board determined that the Bylaw contemplates both types of uses, with more stringent requirements for a non-owner occupied property. The permit is conditioned to require additional information be reviewed and approved by the Board should the property become non-owner occupied, including a requirement that a Resident Manager be identified in such an event.

3.3241 (10) - *A management plan as defined in the Rules and Regulations adopted by the Special Permit Granting Authority, shall be included as an integral part of any application.* The Board found that the prospective buyers Management Plan was adequate for an owner occupied property with a rental unit. The permit is conditioned to require a new owner occupant to submit a standard Management Plan. Additionally, the permit is conditioned to require a more comprehensive Management Plan to be submitted if the property becomes non-owner occupied. In the latter, the Management Plan shall provide adequate information to address potential issues related to noise, parking, and maintenance and shall require the establishment of a Resident Manager.

The Board found that all other provisions of Section 3.3241 were either not applicable or met when the construction was completed to convert the carriage house into a dwelling unit.



**Specific Findings:**

The Board found under Section 10.38 of the Zoning Bylaw, Specific Findings required of all Special Permits, that:

10.380 and 10.381 – *The proposal is suitably located in the neighborhood in which it is proposed and/or the total Town, as deemed appropriate by the Special Permit Granting Authority; The proposal is compatible with existing Uses and other Uses permitted by right in the same District.* The Board found that the issuance of this permit provides a use that will be compatible with the neighborhood. Specifically, the prospective buyers Management Plan was adequate for an owner occupied property with a rental unit. The permit is conditioned to require a new owner occupant to submit a standard Management Plan. Additionally, the permit is conditioned to require a more comprehensive Management Plan to be submitted if the property becomes non-owner occupied. In the latter, the Management Plan shall provide adequate information to address potential issues related to noise, parking, maintenance of the exterior of the property, and shall require the establishment of a Resident Manager. The Board found that the use of the property has been both as an owner occupied and non-owner occupied property in the past with no known issues or complaints.

10.383 & 10.387 – *The proposal would not be a substantial inconvenience or hazard to abutters, vehicles or pedestrians; The proposal provides convenient and safe vehicular and pedestrian movement within the site, and in relation to adjacent streets, property or improvements.* The parking and site improvements will be in compliance with the approved site plan which provides for three delineated exterior parking spaces and maneuverability within the site. The permit includes a requirement that the current and future Management Plan provide for an individual tenant to be responsible for reporting problems or violations to the owner.

10.386 – *The proposal ensures that it is in conformance with the Parking and Sign regulations (Articles 7 and 8, respectively) of this Bylaw.* The proposal provides four exterior parking spaces pursuant to the approved parking plan and in compliance with the requirement of Section 7.0000. Additionally, the permit requires that if additional parking becomes necessary, that the existing garage spaces be made available for parking. There are no signs proposed as part of this application.

10.398 – *The proposal is in harmony with the general purpose and intent of this Bylaw, and the goals of the Master Plan.* The proposal provides for either an owner occupied property with an extra rental unit, or conditions intended to provide an appropriately managed non-owner occupied property close to the center of town.

**Zoning Board Decision**

Mr. Parent MOVED to approve the application with conditions. Mr. Beal seconded the motion.

For all of the reasons stated above, the Board VOTED unanimously to grant a Special Permit, ZBA FY2014-00032, for a Converted Dwelling, under Section 3.3241 of the Zoning Bylaw, at 98 Spring Street (Map 14B, Parcel 36, R-G Zoning District), with conditions.

Tom Ehrgood (JS)      Eric Beal (JS)      Mark Parent (JS)  
TOM EHRCOOD      ERIC BEAL      MARK PARENT

FILED THIS 5<sup>th</sup> day of June, 2014 at 2:43 p.m.  
in the office of the Amherst Town Clerk Vanessa G. Burger  
TWENTY-DAY APPEAL period expires, June 25<sup>th</sup>, 2014.  
NOTICE OF DECISION mailed this 5<sup>th</sup> day of June, 2014  
to the attached list of addresses by Jeffrey R. Buzza, for the Board.  
COPY OF NO APPEAL issued this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
NOTICE OF PERMIT or Variance filed this \_\_\_\_\_ day of \_\_\_\_\_, 2014,  
in the Hampshire County Registry of Deeds.

**BOARD OF APPEALS**  
**AMHERST, MASSACHUSETTS**  
**RECORD OF APPEALS AND DECISION RENDERED**

Petition of Peter Jacoby

For A Special Permit to renew and/or reissue ZBA FY2014-00005 and ZBA FY2010-00008, or obtain a new Special Permit, to utilize the property as an owner-occupied Converted Dwelling, under Section 10.33 and 3.3241 of the Zoning Bylaw

On the premises of 98 Spring Street  
At or on Map 14B, Parcel 36, R-G Zoning District

NOTICE of hearing as follows mailed (date) April 14, 2014  
to attached list of addresses and published in the Daily Hampshire Gazette  
dated April 15, 2014 and April 22, 2014

Hearing date and place ' April 30, 2014 (Town Hall)

**LEGAL NOTICE**  
The Amherst Zoning Board of Appeals will meet on \*Wednesday, April 30, 2014\*, at 6:30 PM, in the First Floor Meeting Room, Town Hall, to conduct the following business:  
**PUBLIC HEARING:**  
ZBA FY2014-00032 - Catherine & Morten Jensen-Hole - For a Special Permit to modify condition # 3 and # 4 of ZBA FY1994-44 to formalize a change increasing the number of vehicles on the property from four to six, at 58 North Prospect (Map 11C, Parcel 211, R-G Zoning District) ZBA FY2014-00030 - Ping Geng - For a Special Permit to modify ZBA FY1987-00037 to formalize a change increasing the number of vehicles on the property from three to six, at 106 Gray Street (Map 11D, Parcel 110, R-G Zoning District) ZBA FY2014-00031 - G. Jeffrey Bohne - For a Special Permit to modify condition # 2 of ZBA FY1993-53 to allow an existing supplemental apartment to be rented to other than a family member, at 77 Shays Street (Map 20A, Parcel 166, R-N Zoning District) ZBA FY2014-00032 - Peter Jacoby - For a Special Permit to renew and/or reissue ZBA FY2014-00005 and ZBA FY2010-00008, or obtain a new Special Permit, to utilize the property as an owner-occupied Converted Dwelling, under Section 10.33 and 3.3241 of the Zoning Bylaw, at 98 Spring Street (Map 14B, Parcel 36, R-G Zoning District)  
**ERIC BEAL, CHAIR**  
**AMHERST ZONING BOARD OF APPEALS**  
3291467 April 15, 22

**SITTING BOARD and VOTE TAKEN:**

To grant a Special Permit, ZBA FY2014-00032, for a Converted Dwelling, under Section 3.3241 of the Zoning Bylaw, at 98 Spring Street (Map 14B, Parcel 36, R-G Zoning District), with conditions.

Tom Ehrgood - Yes Eric Beal - Yes Mark Parent - Yes

**DECISION: APPROVED with conditions**



THE COMMONWEALTH OF MASSACHUSETTS  
AMHERST

City or Town  
**NOTICE OF SPECIAL PERMIT**  
**Special Permit**  
**(General Laws Chapter 40A)**

Notice is hereby given that a Special Permit has been granted

To Peter Jacoby  
Address 23 Oakland Avenue  
City or Town Arlington, MA 02476

Identify Land Affected: 98 Spring Street  
(Map 14B, Parcel 36, R-G Zoning District)

By the Town of Amherst Zoning Board of Appeals affecting the rights of the owner  
with respect to the use of the premises on

98 Spring Street Amherst  
Street City or Town

The record of title standing in the name of  
98 Spring Street, LLC  
Name of Owner

Whose address is 15A Eames Avenue Amherst MA 01002  
Street City or Town State Zip Code

By a deed duly recorded in the  
Hampshire County Registry of Deeds: Book 11099 Page 298  
or

Hampshire Registry District of the Land Court, Certificate No. \_\_\_\_\_,  
Book \_\_\_\_\_, Page \_\_\_\_\_

The decision of said Board is on file, with the papers, in ZBA FY2014-00032  
In the office of the Town Clerk Sandra J. Burgess

Certified this \_\_\_\_\_ day of \_\_\_\_\_

**Board of Appeals:**

Tom Ehrig (JB) Chairman  
(Board of Appeals)  
Mark Parent (JB) Clerk  
(Board of Appeals)

\_\_\_\_\_ at \_\_\_\_\_ o'clock and \_\_\_\_\_ minutes \_\_\_\_\_ m.  
Received and entered with the Register of Deeds in the County of Hampshire  
Book \_\_\_\_\_ Page \_\_\_\_\_

ATTEST \_\_\_\_\_  
Register of Deeds  
Notice to be recorded by Land Owner



Parcel_ID	Parcel_Address	Owner1	Owner2	Address	City	St	Zip
14B-41	11 DICKINSON ST	WANG, KATHLEEN		11 DICKINSON ST	AMHERST,	MA	01002
14B-58	12 DICKINSON ST	DUNSTONE LTD PARTNERSHIP		12 DICKINSON ST	AMHERST,	MA	01002
14B-57	16-18 DICKINSON ST	SIMON, BARRY & SAHNER, MINDI		18 DICKINSON ST	AMHERST,	MA	01002
14B-40	19 DICKINSON ST	CROSSMAN, MARJORIE R		19 DICKINSON ST	AMHERST,	MA	01002
14B-56	24 DICKINSON ST	HAWLEY, BARBARA L & LUMLEY, JAMES		24 DICKINSON	AMHERST,	MA	01002
14B-53	34 DICKINSON ST	CORNELL, MATTHEW & MARY B		34 DICKINSON ST	AMHERST,	MA	01002
14B-52	40 DICKINSON ST	AMHERST COLLEGE TRUSTEES		PO BOX 5000	Amherst,	MA	01002
14B-26	214 MAIN ST	AMHERST · COMPTROLLERS OFFICE		AMHERST COLLEGE	AMHERST,	MA	01002
14B-31	229 MAIN ST	BENNING, CHRISTOPHER W & FIALA, LANA		229 MAIN ST	AMHERST,	MA	01002
14B-30	257 MAIN ST	KING, ANN E		257 MAIN ST	AMHERST,	MA	01002
14B-27	280 MAIN ST	AMHERST · ATTN: COMPTROLLERS OFFICE		BOX 2221, AMHERST COLLEGE	AMHERST,	MA	01002
14B-29	285 MAIN ST	JONES PROPERTIES LTD PARTNERSHIP		15A PRAY ST	AMHERST,	MA	01002
14B-28	319-321 MAIN ST	CHEN, GORDON K C & URSULA F		16342 NIKKI LN	ODESSA, FL	33556-6002	
14B-59	351 MAIN ST	GREENBAUM, LOUIS S & HILDA B		298 MONTAGUE RD	AMHERST,	MA	01002
14B-45	SEELYE ST	AMHERST · ATTN: COMPTROLLERS OFFICE		BOX 2221, AMHERST COLLEGE	AMHERST,	MA	01002
14B-33	22 SEELYE ST	THOMAS, JAMES & TARI N		22 SEELYE ST	AMHERST,	MA	01002
14B-43	71 SPRING ST	RAGER, JOHN E III & CAZACU, DANIELA		71 SPRING ST	AMHERST,	MA	01002
14B-34	82 SPRING ST	BEAUDRY, GARY & TERESA K		82 SPRING ST	AMHERST,	MA	01002
14B-44	83 SPRING ST	ROGOWSK MONAHIN, NONA		83 SPRING ST	AMHERST,	MA	01002
14B-35	90 SPRING ST	GORDON, DANIEL L & EPSTEIN, CATHERINE A		90 SPRING ST	AMHERST,	MA	01002
14B-49	97 SPRING ST	AMHERST · ATTN: COMPTROLLERS OFFICE		AMHERST COLLEGE	AMHERST,	MA	01002
14B-36	98 SPRING ST	98 SPRING ST LLC		15A EAMES AVE	Amherst,	MA	01002
14B-38	104 SPRING ST	ROMER, ROBERT H & BETTY		104 SPRING ST	AMHERST,	MA	01002
14B-39	122 SPRING ST	SARNA, JOHN D (POA)		450 SOUTH GULF RD	BELCHERTOWN,	MA	01007
14B-227	18 WEBSTER ST	LEDERER, I SABEL, BRIAN M.		18 WEBSTER ST	AMHERST,	MA	01002

Town of Amherst  
MANAGEMENT PLAN FORM



The Rules and Regulations of both the Planning Board and the Zoning Board of Appeals require that applicants submit a management plan as part of the process for most applications.

APPLICANT INFORMATION:

Applicant: Peter D. Jacoby

Address: 23 Oakland Ave.  
Arlington, MA 02476

Telephone: 650-291-5525

Owner: 98 Spring Street, LLC.  
*(if different from applicant)*

Address: 24 Chestnut St.  
Amherst, MA 01002

Telephone: 413-219-3966

PROJECT INFORMATION:

Project Address and Description:

98 Spring St.  
Amherst, MA 01002

A family home with detached  
garage house having a studio  
apartment on second floor.

Amendment to previously approved management plan?

☐ yes

☒ no

INFORMATION REQUIRED FOR ALL PROJECTS: *(Attach additional sheets as necessary)*

Trash and recycling, including storage location, enclosure or screening, with frequency of pickup and name of hauling company, and responsible party to contact in case of complaint:

Please see attached plan for all items.

Parking, including size and number of spaces, location, screening, provision for handicapped spaces:

Lighting, including hours of illumination by location, types and wattage of fixtures:

**ZONING BOARD OF APPEALS**  
**APPROVED APRIL 30, 2014**  
**ZBA FY2014-00032**



Signage, including location, size, materials, and any illumination:

Landscape Maintenance, including annual schedule of watering, fertilizing, mowing, pruning, leaf pick-up, and so forth, and maintenance and replacement schedules of site furnishings:

Snow Removal, including name of contractor:

*(Please see Article IV of the Town Bylaw for regulations regarding the removal of snow and ice from sidewalks)*

#### ADDITIONAL INFORMATION FOR SPECIFIC PROJECT TYPES (ATTACH ADDITIONAL SHEETS):

##### ADDITIONAL INFORMATION REQUIRED FOR RESTAURANTS:

Type of menu  
Number of seats (indoor and outdoor)  
Is any outdoor dining on public or private land?  
Number of employees  
Hours of operation  
Alcohol  
Plans for delivery and/or take-out service  
Live or prerecorded entertainment  
Noise management of patrons, music, fans and HVAC  
Management of patrons gathering outdoors on property  
Odor mitigation measures  
Waste kitchen oil management  
Litter control  
Deliveries to or from the site

##### ADDITIONAL INFORMATION REQUIRED FOR PERMIT RENEWALS:

Special permit #  
Date of issuance  
Any changes to the proposal  
Any changes to the neighborhood

##### ADDITIONAL INFORMATION REQUIRED FOR APARTMENTS:

Number of units, existing and proposed  
Number of bedrooms, existing and proposed  
Number of tenants  
Owner-occupied?  
On-site manager?  
Copy of standard lease  
Noise management of tenants, parties, and music, and any outdoor HVAC equipment  
Material, equipment, and large household goods storage  
On-site recreational facilities (when provided)  
Complaint Response Plan

##### ADDITIONAL INFORMATION REQUIRED FOR HOME OCCUPATIONS:

Type of business  
Number of Employees  
Hours of operation  
Deliveries to or from the site  
Equipment used/ Noise generated  
Material and equipment storage

## Management Plan

3/10/2014

Peter D. Jacoby

98 Spring Street, Amherst, MA 01002

## Trash and Recycling Management:

Rubbish storage is located in the entryway to the rental unit and weatherproof trash barrels will be located adjacent to the garage. Weekly pickup will be provided, though a contractor has not yet been selected. Any complaints should be addressed to Peter D. Jacoby, the owner of the property as of June 30, 2014, on 650-291-5595.

## Parking Plan:

We will comply with existing approved parking plans (diagram attached) which provide for a total of four outdoor parking spaces with additional room to turn in the driveway. The two covered garage spaces are not part of the plan but would be made available as needed. We anticipate that under normal circumstances, no more than three of these spaces will be used regularly between the tenant (typically one vehicle) and my family (typically two vehicles).

## Lighting:

Past Special Permits have required motion activated flood lights lighting all parking areas and occupant-controlled lighting of all egresses of both structures. We will maintain these existing lights in working order with 60 Watt or equivalent bulbs.

## Signage:

The street numbers are displayed on the main building clearly visible from the street. No parking-related signs of any kind exist today, but should parking obstruction problems develop, we will install towing warning signs. This has historically not been required.

## Landscape Maintenance:

**ZONING BOARD OF APPEALS  
APPROVED APRIL 30, 2014  
ZBA 150014 00000**



The lot size and maintenance needs of the property are typical of those of many single-family homes in Amherst. As owner, I intend to maintain the property, including its landscaping, mowing, raking, and general landscaping well within the norms of the neighborhood and town. If this task becomes onerous or the subject of complaint, I will hire professional services for these tasks. Contractors will be hired for any special projects or maintenance beyond normal and typical maintenance.

Snow Removal:

Prior to October, 2014, a contractor will be hired to provide winter snow removal services of the driveway. There is no sidewalk adjacent to the property.

Additional Information Required For Apartments:

There are two units existing; this will change to one rental unit and one unit owner-occupied.

The one rental unit is a studio apartment, with one bedroom existing and proposed.

Number of tenants is no more than two.

The main house will be owner-occupied.

The owner, Peter D. Jacoby, will act as on-site manager.

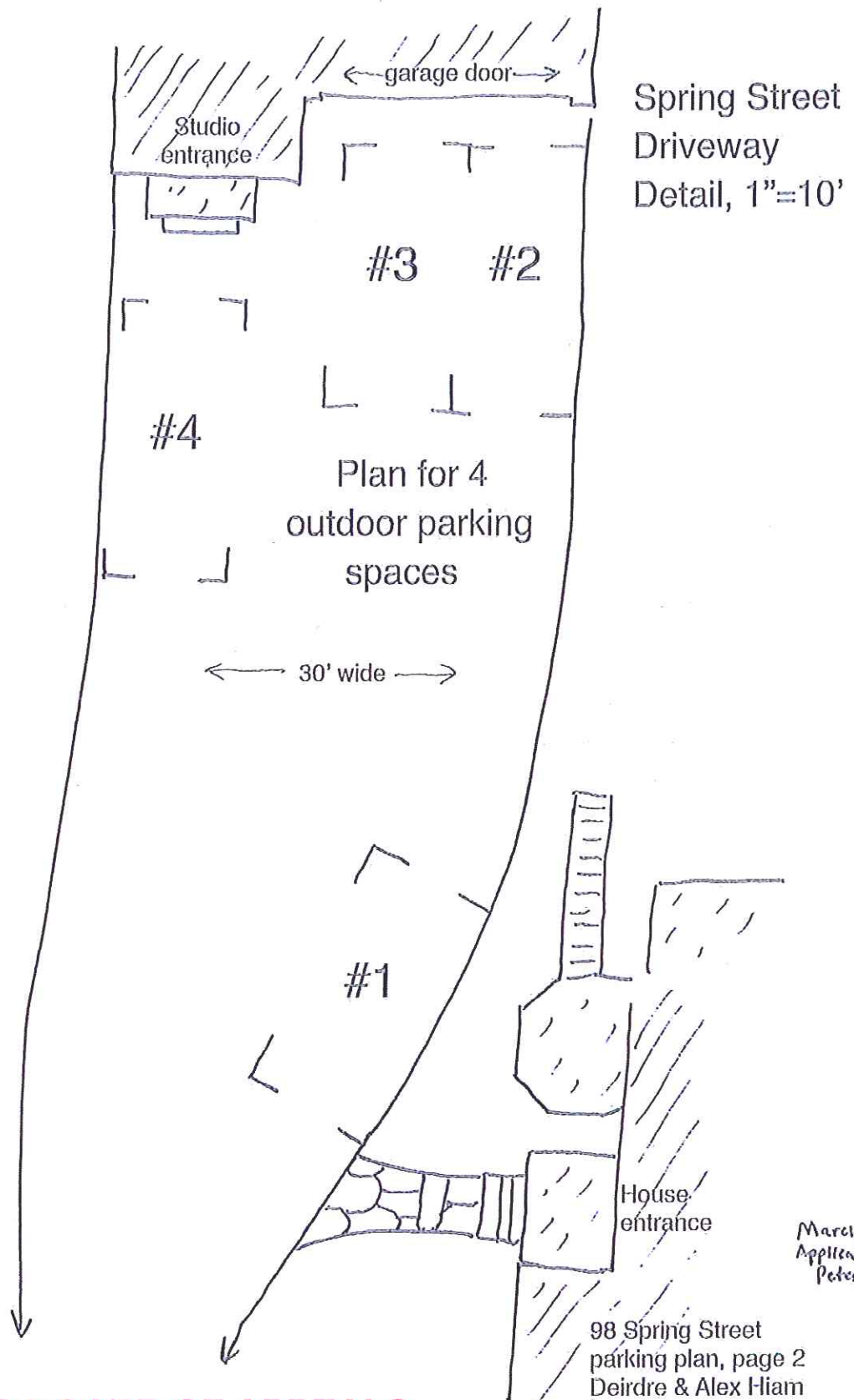
A copy of the existing lease is attached.

Noise management of tenants, parties, music, and any HVAC equipment is noted in the lease.

Material, equipment and large household goods storage is provided in the entry and garage.

No on-site recreational facilities are provided.

Complaint Response Plan: As on-site manager, I will provide my contact information to all neighboring property owners/managers. In the case of a complaint from any party I will immediately investigate, determine facts of the incident, and take action as appropriate to accommodate the concerns of all parties and ensure compliance with laws and written agreements.



March, 2014  
Applicant:  
Peter D. Jacoby

98 Spring Street  
parking plan, page 2  
Deirdre & Alex Hiam  
October 2013

**ZONING BOARD OF APPEALS**

**APPROVED APRIL 30, 2014**

**7RA FY2014-00032**

Approved, Zoning Board of Appeals

January 9, 2014



## LEASE AGREEMENT

~~Deirdre Richardson and Alexander Hiam~~ hereinafter referred to as "Lessor" with an agent, c/o Sunset Property Management PO Box 2445, Amherst, MA 01004, telephone (413) 549-0600, hereby rent(s) to the undersigned ~~Matthew J. Hill~~ (hereinafter referred to as "Lessee") said premises, 98B Spring Street, Amherst, MA on the following terms and agreements:

1A. TERM AND RENT: Commences upon payment and clearing of all checks requires for the first month's rent, last month's rent and security deposit, if required, and delivery of the premises on or after September 1, 2013 and ends at 12:00 o'clock noon on August 31, 2014 for a term of one year. The total rent due is \$ 1000.00 plus any costs or payments required to be paid by Lessee under this lease; payable in monthly installments of \$ 1000.00 plus monthly costs accrued which payments are due on the first day of each and every month of said term. Costs or other payments required under this lease are considered to be part of your rent. Payments made to Lessor when costs or other payments required by this lease are outstanding shall be accredited to those outstanding costs with any remainder then accredited to the monthly installment amount specified above. Any payment not received from a Lessee shall only be accepted, if at all, on behalf of the Lessees and shall not constitute any relationship or tenancy with said party. In the event any amount payable by Lessee is not received by Lessor within thirty days of the due date, then Lessor may assess a late fee in the amount of 5% of such late or defaulted payment. Lessor may assess an administrative fee of \$25 for any check returned to Lessor for insufficient funds.

1B. JOINT AND SEVERAL LIABILITY: All obligations of the Lessees are joint and several and may not be waived or apportioned except by written assent of the Lessor. Lessor may recover any outstanding rent, use and occupancy, damages or other monies owed as a result of the tenancy from any one or all Lessees at Lessor's sole option.

2. SECURITY DEPOSIT, LAST MONTH'S RENT AND GUARANTOR: The forms relating to Security Deposit, if any, are attached hereto and incorporated herein by reference. Guarantor form(s) (co-signer form), if required, is/are attached hereto and incorporated herein by reference. Security Deposits and Last Month's Rent, when applicable and money remaining, shall be returned to all Lessees in the form of one check made out to all Lessees and tendered to Lessees designated agent. If Lessees do not designate only one individual to receive the security deposit return, Lessor may tender and such security deposit to any of the Lessees at Lessor's sole discretion.

3. INSPECTION, DAMAGE and REPAIRS: A separate written statement of the condition of the premises will be issued to the Lessee(s) and is incorporated herein by this reference. The Lessee(s) agree(s) to be responsible for any damage caused to the premises by the Lessee(s) or by any person under the control of the Lessee(s) or any person on the premises with the consent of the Lessee(s), reasonable wear and tear excluded. The Lessee(s) agree(s) to be responsible for the maintenance of heat to prevent frozen pipes which during the heating season shall mean maintaining a minimum heat in the unit of 50 F degrees, and any damage caused thereby. The Lessor shall have the right to enter and inspect the premises and to make repairs or necessary improvements and to show the premises to prospective tenants or purchasers. The Lessor or its representative shall arrange for access with the Lessee(s) in advance so as not to unreasonably disturb the Lessee(s), however, Lessee(s) must make all reasonable accommodations to allow Lessor to perform repairs and maintenance. In emergencies and to effect urgent repairs, advance notice shall not be required.

Lessor shall have the right to enter and show the premises to prospective purchasers at any time during the lease term or to prospective tenants during the last 90 days of the lease term or if Lessee(s) are in default of any provision of this lease. Lessor or Lessor's representative shall give Lessee(s) reasonable notice prior to showing the premises; 24 hours notice shall be deemed reasonable notice unless Lessee(s) assents to another reasonable time to show the leased premises within that period. Failure of Lessee(s) to allow access for any of the above stated reasons shall constitute full and substantial grounds to terminate the Lease upon (7) seven days notice.

In addition, Lessor shall be entitled to access upon twenty-four (24) hours notice to Lessee to perform necessary or prophylactic exterminations or maintenance.

4. LESSEE OBLIGATIONS: The Lessee(s) jointly and severally agree(s):

A. To pay the rent on time, on or before the 1<sup>st</sup> day of the month, and to use the premises as a residence and not a business in compliance with all applicable laws and codes;

B. To maintain the premises and common areas in a clean, neat and undamaged condition at all times, and to pay for damage caused to the premises and its common areas within five (5) days of receipt of the itemized statement of such damage and the cost to repair it. Damages caused by Lessee(s), Lessee's family or their guests to the premises of common areas may constitute sufficient grounds to terminate the tenancy at the sole option of the Lessor;

C. To be liable for any loss or damage to personal property of the Lessee(s) except if caused by Lessor's gross negligence; Lessee shall carry adequate insurance coverage all losses or damage to Lessee's personal property;

D. To keep the yard and common areas in a neat and safe condition, and to furnish and pay for;

**ZONING BOARD OF APPEALS  
APPROVED APRIL 30, 2014  
ZBA FY2014-00032**



	Tenant obligation	Landlord obligation
Heat	<u>X</u>	—
Electricity	<u>X</u>	—
Oil	—	—
Gas	—	—
Lawn Maintenance	—	<u>X</u>
Cablevision	<u>X</u>	—
Water & sewer	—	<u>X</u>
Trash	—	<u>X</u>
Telephone	<u>X</u>	—
Snow Removal	—	<u>X</u>

and to pay all costs associated with said tenant obligations; to place garbage and refuse in containers and to prevent any unsanitary conditions from arising on the premises; and to abide by all local and state health, sanitary, recycling and refuse disposal regulations; Lessee is to be responsible for all fines or damages to Lessor as a direct result of Lessee's failure to abide by said regulations. Lessee's failure after warning to conform to refuse collection or mandatory recycling regulations of the town or state, upon second or subsequent violation, shall constitute good and sufficient grounds to terminate lease. Trash service is currently contracted for Thursday weekly pickup and shared bins for recycling. Tenant may use this shared service within reason, but should tenant need additional service, it will be at tenants own cost.

E. To give prompt notice to the Lessor of any maintenance or repairs in writing or by telephone, and to notify the Lessor of an absence of more than one (1) week during the heating season. Any damage that is caused by Lessee(s) failure to timely notify Lessor shall be an expense chargeable to Lessee(s) as delineated in paragraph 4(b);

F. To make no alteration, painting application, addition, repair or improvement in or to the premises without prior written permission of the Lessor and also to refrain from excessive use of nails and to refrain from any use of tape, to suspend or hang any decorative or practical items;

G. To use all appliances and fixtures provided by the Lessor in the proper manner and not to add or relocate any appliances or equipment without the prior written permission of the Lessor and to prohibit waterbeds, washing machines, air conditioners, space heaters, burglar alarms, clothes dryers, television antennas or arials, shutters, or similar furnishings from the premises without Lessor's prior written consent, which may be granted or withheld at Lessor's sole and absolute discretion, and to be obligated to notify Lessor of any problem with the smoke detector (if provided), its maintenance, its condition, and its operation during the period of this lease. The following items are provided as a convenience and not as a part of the tenancy. washer and dryer. If during the term of this lease or any extension or any Tenancy-at-Will that may exist after the term of this Lease, any of the above items fails to operate or requires repairs or replacement, Lessor, at Lessor's sole and absolute discretion, may repair, replace or not without any diminution of value or rent for the premises;

H. To prohibit pets from the premises whether owned by the Lessee(s) or guests or visitors - ANY animal on the premises may constitute grounds for eviction of the Lessee(s) without additional notice; all consequences of any animal on the premises shall be the responsibility of the Lessee(s) including carpet cleaning and fumigation if required; if infestation occurs, Lessee shall be responsible for costs of cure and any loss of rent for unit or other units in building

I. To expressly respect the rights and needs of other Tenants and neighbors (including Lessor if Lessor is a neighbor) to the quiet and peaceful enjoyment of their property, and not to create or allow to be created by the Lessee(s), members of the Lessee's household, relatives, guests, invitees or agents, any unlawful, noisy or offensive use of the leased premises, nor to commit any disturbance or nuisance, or to obstruct the free use or access of common areas or to threaten or bother any other Tenant, neighbor, guest, maintenance worker, Lessor or management personnel. The receipt or observation by the Lessor of a complaint regarding noisy or offensive conduct or other violation of this provision during the term hereof shall constitute sufficient grounds for eviction at the option of the Lessor;

J. Limit on Gatherings: No gatherings of over 12 people from the unit or common areas are permitted; Lessor is not liable for the conduct, actions, transportation to or from any party or gathering, or damages by the Lessee's, invitees, their guests, whether invited or not to such gatherings; Lessee(s) assumes full and complete responsibility and liability for all damages to the unit, to the Lessee, their invitees, or to guests, whether specifically invited or not;



K. To prohibit the sale of alcohol beverages, and to prohibit the use of alcoholic beverages to visitors and guests not of legal age or intoxicated, and to prohibit the use and sale of any narcotics or other controlled substances in the unit, common areas or on the premises by Lessee(s), Lessee's family or guests (whether specifically invited or not). Violations of this section shall immediately terminate the tenancy pursuant to M.G.L.c 139s.s.19 or any other similar state or federal law. Any such violation shall terminate the Lessee's right to occupy without any notice to Lessee(s);

L. To prohibit kegs of beer from the units and all common areas, including hallways; violation of this provision constitutes a full and complete violation of this lease.

M. To conserve energy and costs shared by all, through reasonable use of all facilities, common areas and utilities;

N. Storage Area: Property of the Lessee(s) may be placed in the following storage area \_\_\_\_\_ Garage \_\_\_\_\_, if available, entirely and exclusively at Lessee's risk. No storage is allowed in any other areas than those listed above, this includes attics, basements and outside sheds and garages, if not specified; the storage area is NOT included as part of the leased premises and is a convenience offered when available. No occupancy or living in these areas is permitted. Any property in the storage area after the Lessee's occupancy terminates may be treated as abandoned property, removed and disposed of at Lessee's expense; Lessor is not liable for any damage caused to Lessee's property in storage areas, including but not limited to, damage from water, moisture, dust, heat or sun.

O. Porches, halls, entryways, stairwells, stairways, attics, cellars or other common areas are NOT storage areas unless so designated in writing. Storage in these areas is not permitted. Personal property placed in these areas may be disposed of at Lessor's option at Lessee's expense;

P. To not trespass or enter upon roof(s) of Leased Premises, except as means of egress in the event of fire or other similar emergency. Any entry upon roof(s) by Lessee(s), Lessee's family or guests is a violation of the lease and constitutes grounds for eviction;

R. To remove all personal property at the termination of the Tenancy; Personal property or furniture may only be left in the Leased Premises for the next occupants with the prior written assent of Lessor and signed approval of both the present Lessee and subsequent occupant. Any property left without such signed agreement shall be treated as abandoned property, the removal of which shall be at Lessee's expense.

Failure to observe any provisions of this Lease shall operate to TERMINATE THE RIGHT TO OCCUPY UNDER THIS LEASE for breach thereof, at the sole option and discretion of the Lessor (and waiver of any breach at any time shall not constitute a waiver of any subsequent breach) and the Lessor is not required to give notice thereof to the Lessee(s) except as required by law, and if law is not specific, fourteen (14) days notice to Lessee(s) shall be deemed sufficient.

If this lease is breached by the Lessee(s) and the Lessor elects to terminate the Lessee(s) right to occupy the premises as a result of said breach, notwithstanding any entry or re-entry by landlord, whether by summary proceeding, termination or otherwise, Lessee(s) shall be liable for all rental obligations that accrue under this lease if the premises remain vacant, or for the difference in the rental charges in any new tenancy, until the end of this Lease term.

#### 5. LESSOR OBLIGATIONS: The Lessor agrees:

- A. to maintain in good and safe working order the electrical, plumbing, sanitary, heating and other facilities and appliances supplied by the Lessor;
- B. to maintain and make all repairs within premises;
- C. to collect rents; and
- D. to comply with all applicable local and state laws, codes and rules.

6. ASSIGNMENT and SUBLETTING: Only with prior written assent of the Lessor, which assent may be granted or withheld at Lessor's sole and absolute discretion, may the Lessee(s) assign or sublet the premises during this lease. All assignees or sublessees must provide all forms, information and meet all standards and requirements of an acceptable Lessee applicant prior to acceptance or occupancy. The Lessor shall not be required to release any Lessee during the lease term and acceptance of any sublessee shall not release Lessee(s) from their contractual obligations under this lease unless expressly released by Lessor in writing. Lessor may recover actual costs of up to one half of one month's rent for such assignment or subletting from the Lessee(s). No person other than Lessee(s), or Lessee(s)'s children, are permitted to reside on the premises, nor shall Lessee's receive mail for or post the names of non-occupants on the mailbox. Payment of rent by an occupant or stranger not a party to this Lease Agreement shall not constitute either an



acknowledgement of that person as an occupant or Lessee. Any money so tendered is accepted solely on behalf of the named Lessee(s). The Lessee designates all occupants on the premises as the Agent in Fact of Lessee. The Lessee agrees to submit a 90 day notice in writing the intent to end lease before it's expiration date.

7. AUTOMOBILES: The Lessee(s) may park one lawfully registered, inspected and operational passenger automobiles in the parking areas which display an appropriate parking sticker, if applicable to said property. Vehicles violating this or other posted parking rules or other rules distributed to Lessees during the lease term or impeding snow removal or access or parked on the grass, unless permission to park on grass is given in writing by Lessor, may be towed at the owner's expense without additional notice. No vehicles may be repaired or stored on the premises. Parking spaces are not designated to any specific Lessee or unit unless so designated in writing by Lessor. Granting the right to park a vehicle does not warranty Lessee a parking space. Parking spaces are on a first come first served basis.

8. RESCISION: If the Lessor shall be unable to give Lessee(s) occupancy of the premises at the commencement of the tenancy for any reason or if damage by fire or other casualty renders the premises uninhabitable, then this lease shall terminate at the election of either party upon written notice. Lessor shall be under no obligation to make available to Lessee any apartment other than the apartment specified in this Lease Agreement.

9. NOTICE: Notice to the Lessor shall be deemed given if mailed or delivered to the above address. Notice to the Lessee(s) shall be deemed given if mailed or delivered to the Lessee(s) or anyone authorized to be at the address of the premises. All notices must be in writing. Oral notices are not effective as notice.

10. EVICTION AND COLLECTION: All eviction and collection proceedings shall be in accordance with Massachusetts law. If this lease is terminated for breach of terms or in the event of litigation, the prevailing party may recover its costs and attorney's fees actually incurred. The Lessor is deemed to be a prevailing party if the Lessor initiates valid legal action for a breach of any Lease term, and the Lessee(s) cures such breach prior to a Hearing and then fails to appear for said Hearing or signs an Agreement that will be entered as Judgement of the Court admitting liability for rent owed or a violation of the lease. The Lessee(s) shall pay all costs associated with the collection of rent over 30 days past due.

11. RENEWAL: Lessee(s) shall indicate in writing, no less than 90 days prior to the end of his/her lease term, of Lessee's wish to renew the lease for an additional lease term. Lessee(s)' indication of Lessee's desire to renew shall not bind Lessor to renew this lease. Upon Lessee(s)' failure to sign a new lease as stated above, and/or Lessee fails to vacate at the end of this lease term, then Lessee shall be obligated to pay use and occupancy in an amount equal to the amount for which Lessee(s) has received prior written notice, which amount may be increased with additional notices. If no notice is given prior to the end of the Lease term, then the amount shall be \$25 over the last proposed lease rent. Nothing in this provision shall create a tenancy at will, nor obligate the Lessor to give Lessee any additional notice to vacate as Lessee, upon holding over, is solely a Tenant at Sufferance.

12. CHOICE OF FORUM (Jurisdiction): All disputes, claims or other court actions concerning the Landlord/Tenant relationship, including but not limited to claims under G.L.c.111 s.s. 127 et seq., G.L.c.186 s.s. 11, 12, 14, 15B, 15F, 18 or G.L.c. 239 s.s. 1 et seq., must be only brought in the Northampton District Court or Hampshire County Superior Court, or any Housing Court established for Hampshire County. The Lessee specifically acknowledges that any claim involving the Landlord/Tenant relationship or the Leased Premises is an action concerning property located in Hampshire County. Venue of all such claims must be heard in Hampshire County.

13. WAIVER OF SUBROGATION: Each party waives any and every claim which arises or may arise in its favor and against the other party hereto to anyone claiming through or under them, by way of subrogating or otherwise, during the term of this lease agreement and all loss or damage to, any of its property (whether or not such loss or damage is caused by fault or negligence of the other party or anyone from whom said other party may be responsible) which loss or damage is covered by valid and collectible insurance policies, to the extent that such loss or damage is recovered under said insurance policies.

14. ACTS OR OMISSIONS AND ACTS OF GOD: The Lessor and its employees, agents or assigns or any of them shall not be responsible or liable to the Lessee(s), sublessees, their guests, invitees or others on the property with their permission, for any personal injury, loss, or damage that may occasioned by or through the acts or omissions of other Lessee(s), sublessees, tenants, their guests or invitees or others on the property with their permission, or as trespassers. Lessor shall not be liable to Lessee(s) or Lessee(s) guests, invitees or others for any loss whatsoever which they may sustain by damage to personal property or personal injury growing out of any cause or causes whatsoever, including but not limited to loss suffered by Acts of God, fire, loss from vermin or bugs, wind, rain, snow or other elements, except if the negligence or intentional acts of Lessor or its agents is the proximate cause of such loss.

15. RULES AND REGULATIONS: Lessee(s) agree to obey the Rules and Regulations of Lessor/Agent. A current copy of the Rules and Regulations, if any, are attached hereto. The Rules and Regulations may be amended by Lessor/Agent at any time, and Lessee shall obey them as so amended.

16. SEPARABILITY: If any provision of this Lease is held invalid, the remainder of this Lease shall not be affected thereby and shall remain in full force and effect.

THIS LEASE INCLUDES: (1) A SECURITY DEPOSIT / LAST MONTH'S RENT RECEIPT, (2) A STATEMENT OF CONDITION (TO BE COMPLETED AT TIME OF MOVE IN), (3) NA GUARANTOR AGREEMENT(S) WHEN REQUIRED, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE AND FORM AN INTEGRAL PART HEREOF. TOGETHER THEY CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS.

The undersigned acknowledges receipt of (1) an executed copy of this lease, (2) a Security Deposit/Last Month's Rent Receipt, and (3) a Statement of Condition, both of which will be given at time of move-in, and which must be signed as accepted or added to and dated within 15 days of move-in by Lessees..

In Witness Whereof the parties hereto interchangeably set their hands and their seals this 08/28/13 day of \_\_\_\_\_, 2013.

LESSEES:

LESSORS:



By: \_\_\_\_\_  
Agent for the Owner

Dated: 08/28/13

Dated: \_\_\_\_\_